

EXHIBIT G

In The Matter Of:
Hodell-Natco Industries, Inc. v.
SAP America, Inc., et al.

Kevin Reidl
Vol. 2
July 31, 2012

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

HODELL-NATCO	)	Case No. 1:08 CV 2755
INDUSTRIES, INC.,)	
Plaintiffs,	)	Judge: Lesley Wells
vs.	)	Magistrate Judge:
	)	Greg White
SAP AMERICA, INC.,)	
et al.,	)	Volume II
Defendants.)	

VIDEOCONFERENCE DEPOSITION OF KEVIN REIDL

DATE: Tuesday, July 31, 2012

TIME: 9:04 a.m.

PLACE: Reminger & Reminger
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<p style="text-align: right;">Page 253</p> <p>1 Q. Okay. Did you review this 2 document with anybody else at Hodell? 3 A. I believe briefly with Otto. 4 Q. Did you read the whole thing 5 before you signed it? 6 A. Yes. 7 Q. Did it give you any concern when 8 you read the -- the entire document before you 9 signed it? 10 A. It appeared to be pretty standard 11 software licensing stuff, where no one's 12 accountable for anything. 13 Q. And you understood when you read 14 it in December of 2005 that this was pretty 15 standard software licensing language, correct? 16 A. From my recollection. 17 Q. Okay. Did you wonder at the time 18 why you hadn't seen a document, or been asked 19 to sign a document like this back in December 20 of 2004? 21 A. I don't recall. I -- I just know 22 that for the -- for the release of those 40 23 licenses, this had to be signed. 24 Q. Back in December of 2004, and 25 before signing this agreement, and the license</p>	<p style="text-align: right;">Page 255</p> <p>1 license agreement. 2 A. Okay. 3 Q. You signed it December 23, 2005, 4 correct? 5 A. Correct. 6 Q. Is that your handwriting on the 7 front, where you fill in the date, and the 8 name of your company and the address? 9 A. Yes. 10 Q. You see under the definition 11 section, for instance, in 1.7, it spells out 12 the details of what's proprietary information? 13 Do you see that? 14 MR. LAMBERT: Objection. 15 THE WITNESS: 1.7? 16 BY MR. STAR: 17 Q. Yes. 18 A. Yeah. It -- just give me a 19 minute to read it, if you can. (Doing as 20 indicated.) Yes. 21 Q. No language like that appears 22 anywhere in the development agreement, does 23 it? 24 A. I don't believe so. 25 Q. You see Section 2 of the license</p>
<p style="text-align: right;">Page 254</p> <p>1 agreement in December of 2005, did you have 2 any expectation that Hodell actually had the 3 legal right to use any of SAP's software? 4 MR. LAMBERT: I'll object. Form. 5 THE WITNESS: Yes, I believe we had the 6 right to use their software, because we had 7 purchased 80 licenses in 2004. 8 BY MR. STAR: 9 Q. What is your basis besides -- 10 well, strike that. 11 What is your basis for saying that 12 before signing this license agreement in 13 December of 2005, Hodell had the right to use 14 SAP's software? 15 A. Well, we -- 16 MR. LAMBERT: Objection. 17 THE WITNESS: -- we purchased 80 18 licenses from their business partner. 19 BY MR. STAR: 20 Q. Through the development 21 agreement? 22 A. Through the development 23 agreement, which specified 80 SAP Business One 24 licenses. 25 Q. Let's -- let's look at the</p>	<p style="text-align: right;">Page 256</p> <p>1 agreement is titled License Grant? You agree 2 with me that no language like that is found 3 anywhere in the development agreement? 4 A. I don't believe so. 5 MR. LAMBERT: Objection. 6 BY MR. STAR: 7 Q. You don't believe it's found in 8 the development agreement? 9 A. I don't believe it's found in the 10 development agreement. 11 Q. Section 6 of the agreement is 12 titled Proprietary Rights. You agree with me 13 that there is no language like that found in 14 the development agreement? 15 MR. LAMBERT: Objection, form. 16 THE WITNESS: I don't believe so. 17 BY MR. STAR: 18 Q. You don't believe that language 19 is in the development agreement? 20 A. Well, I can look back. I don't 21 -- I don't believe it's in the development 22 agreement. 23 Q. Those sections that we just 24 looked at, they're a part of what you, back in 25 December of 2005, considered to be pretty</p>

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1 ERRATA SHEET

2 WITNESS: KEVIN REIDL

3 DATE: July 31, 2012

4 CASE: Hodell-Natco vs. SAP America, et al.

5 After you have read your transcript,

6 please note any errors in transcription on this

7 page. Do not mark on the transcript itself.

8 Please sign and date this sheet as indicated

9 below. If additional lines are required for

10 corrections, attach additional sheets. If no

11 corrections, please indicate "None."

Page/Line	Correction	Reason
12		
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23	DATED: _____	
24		
25	KEVIN REIDL	

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1 UNITED STATES DISTRICT COURT

2 NORTHERN DISTRICT OF OHIO

3 EASTERN DIVISION

4 HODELL-NATCO	)	Case No. 1:08 CV 2755
5 INDUSTRIES, INC.,	)	Judge: Lesley Wells
6 Plaintiffs,	)	Magistrate Judge:
7 vs.	)	Greg White
8 SAP AMERICA, INC.,	)	Volume II
9 et al.,)	
10 Defendants.)	

11 SIGNATURE SHEET

12 DEPOSITION OF KEVIN REIDL

13 I do hereby acknowledge that the above and

14 foregoing deposition has been submitted to me. I

15 have carefully read the same, and it correctly

16 portrays the answers given by me, except as may be

17 otherwise noted on the errata sheet(s) attached

18 hereto.

19 _____

20 KEVIN REIDL

21 Dated: _____

22

23

24

25

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1 CERTIFICATE OF THE REPORTER

2 I, Angela A. O'Neill, a Registered

3 Professional Reporter and Notary Public,

4 authorized to administer oaths and to take and

5 certify depositions, do hereby certify that the

6 above-named witness was by me, before the giving

7 of their deposition, first duly sworn to testify

8 the truth, the whole truth, and nothing but the

9 truth to questions propounded at the taking of the

10 foregoing deposition in a cause now pending and

11 undetermined in said court.

12 I further certify that the deposition

13 above-set forth was reduced to writing by me by

14 means of machine shorthand and was later

15 transcribed from my original shorthand notes; that

16 this is a true record of the testimony given by

17 the witness; and that said deposition was taken at

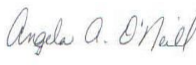
18 the aforementioned time, date, and place, pursuant

19 to notice or stipulations of counsel.

20 IN WITNESS WHEREOF, I have set my hand and

21 seal this 3rd day of August, 2012.

22

23 

24

25 Angela A. O'Neill, RPR